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JAPC-16623

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NEGOTIATED CONTRACT

Contract No. [REDACTED]

General Precision Laboratory, Incorporated  
63 Bedford Road  
Pleasantville, New York

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Contract for: Non-Personal Contract  
Technical Services Personnel

Amount [REDACTED]

Mail Invoices to:

Performance Period/Delivery  
10 January 1957 thru 30 June  
1957

Administrative Data:

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of New York, hereinafter called the Contractor.

The Parties hereto agree that the Contractor shall furnish the necessary personnel and shall perform all the services set forth in the attached schedule issued hereunder for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions, which together with this signature page and the accompanying certificate comprise this Contract No. [REDACTED]. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of 28 JUN 1957 1957.

Signatures:

GENERAL PRECISION LABORATORY,  
INCORPORATED

THE UNITED STATES OF AMERICA

By [REDACTED]

Title Exec. Vice Pres. & Gen. Mgr.Title Contracting Officer~~SECRET~~

DOCUMENT NO.

NO CHANGE IN CLASS. ☒☐ DECLASSIFIED

CLASS. CHANGED TO: TS S C 2012

NEXT REVIEW DATE:

AUTH: HR 10-2

DATE: 5/2/82 REVIEWER: 064540

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Approved For Release 1999/09/08 : CIA-RDP81B00879R000900180025-1

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**SCHEDULE****SECTION A - SERVICES TO BE PERFORMED**

The Contractor shall furnish the services set forth in the attached Appendix I, such Appendix I being a part of the Schedule under this Contract, to assist in the installation, maintenance, repair and overhaul, within the continental limits of the United States, or overseas, of equipment specified under Item 1 of Appendix I.

**SECTION B - CONSIDERATION AND PAYMENT**

1. In consideration of the Contractor's performance of the services hereunder, the Contractor shall be paid monthly at the rates set forth in the attached Appendix I for each month of such services in accordance with the Clause entitled "Payments" of the attached General Provisions. Fractional parts of a month shall be prorated on the basis of the number of calendar days services are performed in any calendar month to the number of days in that month.

2. It is understood that time necessary for Contractor personnel to proceed from the plant or plants of the Contractor to the site or sites for the performance of services hereunder shall be considered as time spent in the performance of services hereunder. It is also understood that the time necessary for the transfer of Contractor personnel between different sites for the performance of services hereunder and time necessary for the return of such personnel to the plant of the Contractor shall be considered as time spent in the performance of services hereunder.

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3. As of the date of execution of this contract there has been allocated for this contract the amount of [REDACTED]. The total amount payable to the Contractor under this contract shall not exceed this amount without written authorization from the Contracting Officer. The Contractor shall notify the Contracting Officer when 85% of the total allocated funds above have been expended.

**SECTION C - PERIOD OF PERFORMANCE**

This contract shall be effective as of 10 January 1957. The Contractor shall not be required to perform any services hereunder after 30 June 1957. However, the period of performance may be extended upon mutual agreement by the parties.

**SECTION D - SUPERVISION, UTILIZATION AND ADMINISTRATION**

1. Contractor's personnel shall at all times remain as employees

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of the Contractor and be under its administrative control. However, the Contractor and its personnel shall, in the performance of services hereunder, be guided by and comply with the directions and requirements of the Contracting Officer or officers or persons designated by him including the Commanding Officer of the activity to which the Contractor personnel is assigned under whose authority said services shall be performed in a manner satisfactory to such officers or persons.

2. Contractor personnel must be available for reassignment within the continental limits of the United States or overseas upon reasonable notice.

#### **SECTION E - PRIVILEGES**

1. Contractor's personnel assigned to Air Force activities will be accorded the same privileges as an Air Force Captain with regard to bachelor officer quarters accommodations, local transportation and messing. Contractor's personnel may occupy family type quarters only when such quarters exceed military and civilian personnel requirements. In the event quarters are made available, theatre commander and base commander policies and regulations will apply. Occupants of any quarters furnished will be required to pay rental charges at the same rates that are charged occupants who are of military rank of an Air Force Captain or the equivalent. Said rental charges will be determined by appropriate provisions of AFR 93-2.

2. Exchange privileges are not authorized for Contractor's personnel. Exceptions may be granted only where extreme hardship is established under provisions of AFR 147-8 and 147-9 where "Status of Forces Agreements" permit.

3. Commissary privileges are not authorized for Contractor's personnel. Exceptions may be granted only when specifically and individually justified to and approved by the Secretary of the Air Force in accordance with AFR 145-15.

4. All Contractor's personnel who are officially accredited as such by the Air Force may be provided necessary medical care in Air Force medical treatment facilities as authorized by AFR 160-73.

5. The above privileges will not be accorded dependents of Contractor's personnel.

#### **SECTION F - OVERSEAS SERVICE**

Services of Contractor's personnel outside the continental limits of the United States shall be provided as set forth in the attached

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Appendix I. Further, the Contracting Officer may, upon consent of the Contractor, transfer Contractor's personnel to other overseas area requiring technical services of the Contractor's personnel. Each transfer requires that the Contracting Officer notify the Contractor thirty days prior to the transfer. Such notification may be given after transfer if the Contracting Officer determines that the period of notification required would prevent efficient use of the personnel services.

#### **SECTION G - WAIVER OF REQUIREMENT OF GENERAL PROVISIONS**

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirement. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that approval by the Contractor shall be deemed to constitute approval of waiver of any clause of the General Provisions in conflict with the stipulations of such subcontracts.

#### **SECTION H - SPECIAL SECURITY RESTRICTIONS**

The Contractor shall not reveal (i) the specific nature of any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters. And notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

#### **SECTION I - TRANSPORTATION**

1. Transportation which is essential to the accomplishment of

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Contract No. [REDACTED]

required services will be furnished by the Government. For purposes of definition such essential transportation will include transportation for only those personnel rendering services and their baggage and for equipment to be furnished by the Contractor, from the Contractor's plant to the site or sites of work, at the site of work while on official business between the sites of work, and return to the plant of the Contractor. Government transportation facilities for essential travel will be provided only for official business and on a "as needed" basis when approved by the appropriate military unit commander. Normally, Government transportation requests will be issued for procuring commercial transportation accommodations.

2. In cases where the Government does not provide such essential transportation and the Contractor, upon receipt of proper approval, furnishes the necessary transportation, this expense shall be an allowable item for reimbursement at the actual and reasonable costs thereof. Authorization for reimbursable travel will be limited to that which is essential to the accomplishment of the required services and such authorization does not include authority for the transportation of dependents, household goods or privately owned vehicles.

#### SECTION J - UNIFORMS

1. The Air Force uniform is not authorized for wear by the Contractor's personnel in the continental limits of the United States. The uniform will be worn in overseas theatres when prescribed by the theatre commander and then in the manner as outlined in T. O. 00-25-174. Any such required Air Force Uniform will be purchased from the Air Force clothing sales stores under the authority and in accordance with procedures outlined in paragraph 3.2(7), Section 5 Volume I, AFM 67-1. Specific items and quantities will be controlled by the theatre commander in accordance with paragraph 22, Section 5, Volume II, AFM 67-1. Reimbursement claims for required uniform purchases will be substantiated by receipted sales slips (AF Form 656). Total reimbursement for uniforms for each contractor personnel will not exceed \$100.00.

2. Organizational and field clothing and equipment plus items of special clothing and equipment may be issued by the issuing Air Force activity as considered necessary for the performance of required services. The issued articles will be returned to the issuing office prior to reassignment or rotation.

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**SECTION X - ANTICIPATORY COSTS**

All costs which have been incurred by the Contractor on or after 10 January 1957, in anticipation of and prior to the signing of this contract, and which, if incurred after the signing of this contract, would have been considered as allowable charges hereunder, will be considered to have been incurred under this contract and shall be payable hereunder.



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APPENDIX I

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ITEM I - Contractor shall furnish the services of Contractor personnel to assist in the installation, maintenance, repair and overhaul of the equipment being procured by the Government under Contract No. [REDACTED]. Such services shall not exceed two (2) technical representatives and shall be furnished at the place(s) and at the price(s) set forth below:

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a. Domestic Services with Commercial Facilities utilized  
[REDACTED] per man month  
[REDACTED] per man day

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b. Overseas Services with Commercial Facilities utilized  
[REDACTED] per man month  
[REDACTED] per man day

c. Transportation in accordance with SECTION I - 2.

The above rates include provisions for fourteen (14) calendar days of vacation, an allowance for sick leave, and an allowance for eight (8) holidays, accordingly. The Government shall not be billed for such periods of time as may be taken by the Contractor's technical representative.

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The above rates are based upon a normal 40-hour work week (8 hour day, 5 days a week). Work in excess of the above will be considered overtime and Contractor shall be entitled to be paid at the rate of [REDACTED] per hour for each hour of overtime work performed. The amount of overtime work shall be held to a minimum and shall have approval of the Commander of the unit to which Contractor's technical representative is assigned.


oft [REDACTED]

BILLING FORMULA:

1. Payment for services rendered during a calendar month or any portion thereof will be made on the basis of the following formula: The man day rate times the number of billable days in a pay period. The number of billable days in a pay period will be computed by subtracting the number of vacation, holiday and sick leave days absent during such period from the total number of calendar days (including Saturdays and Sundays) comprising the pay period. Any days in which contract technical services personnel are on a leave status are not billable days. In this regard, any Saturdays or Sundays when contract technical services personnel are not available for duty nor subject to call by reason of vacation or sickness will

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be considered as days on leave status for billing purposes.

2. The man day rate specified in this contract has been established by prorating the man month rate over the average number of billable days in a calendar month. Therefore the man month rate will not be used for billing purposes.

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